

SECTION H

SPECIAL CONTRACT REQUIREMENTS

1. **ORGANIZATIONAL CONFLICTS OF INTEREST**
(NPS 1489.209-71) (APR 1984)

- A. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- B. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- C. Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award and did not disclose or misrepresent relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from contracting, or pursue such other remedies as may be permitted by law or this contract.
- D. The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this Paragraph D.

2. **CONSULTANT SERVICES AND CONSENT**
(NPS 1489-237-73) (APR 1984)

The Contractor shall obtain the consent of the Contracting Officer prior to using any consultant on this contract. The Contractor shall determine whether any consultant that is used has in effect an agreement with another Federal agency for similar or like services and, if so, shall notify the Contracting Officer.

3. **NOTICE OF LOSS OR DAMAGE**

The Contractor shall be liable for any loss of or damage to any Government property caused by negligence, theft, or willful misconduct of the Contractor, his agents, servants, and employees and shall indemnify and save the Government harmless against all actions, proceedings, claims, demands, costs, damages, and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or resulting from the performance of the contract. The Contractor shall submit a full written report to the Contracting Officer within twenty-four (24) hours following the occurrence of such damage, loss or injury.

4. **PAPERWORK REDUCTION ACT**
(NPS 1489.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq., applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

5. **COST OF PROPOSAL PREPARATION**

This RFP does not commit the Government to pay any costs incurred for the preparation of proposals or for necessary studies or designs for the preparation thereof, nor to procure or contract for the articles or services described herein. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

6. **CONFIDENTIALITY OF PROPRIETARY INFORMATION**

The Contractor agrees to treat all work furnished as confidential, and shall not discuss or disclose such information to the public in any manner or form without the **WRITTEN** consent of the Contracting Officer.